

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of

Kenneth Chism and Donna Chism,
Debtors.

The Bank of New York Mellon, f/k/a The
Bank of New York as trustee for registered
Holders of CWABS, Inc., Asset-Backed
Certificates, Series 2005-14, its assignees
and/or successors in interest,
Movant

vs.

Kenneth Chism and Donna Chism,
Respondent
and
William C. Miller,
Trustee.

CHAPTER 13

CASE NO. 16-15128-elf

HEARING DATE: 02/12/2019

HEARING TIME: 9:30 a.m.

LOCATION

U.S. Bankruptcy Court
Eastern District of Pennsylvania
Robert N.C. Nix Federal Courthouse
Courtroom No 1
900 Market Street
Philadelphia, PA 19107

CONSENT ORDER RE MOTION FOR RELIEF

IT IS HEREBY CONSENTED by and between Movant, The Bank of New York Mellon, f/k/a The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2005-14, its assignees and/or successors in interest, through its retained counsel, Jason Brett Schwartz, Esquire, and Debtors Kenneth Chism and Donna Chism, through their counsel, Brad J. Sadek, Esquire, and William C. Miller, Chapter 13 Trustee, as follows:

1. Debtors shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as 7417 Elmwood Ave., Philadelphia, Pennsylvania

19153, in a timely fashion, commencing with the March 1, 2019 payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

2. Debtors shall pay off arrearages in the total amount of \$7,557.52, representing the monthly payments from September 2018 through February 2019 plus attorneys' fees and costs of \$1,031.00, less applied suspense of \$-789.12. Said arrearages shall be paid in monthly installments of \$839.73 each, commencing March 15, 2019, and continuing on the 15th day of each month thereafter until October 15, 2019, with the balance of \$839.68 to be paid on or before November 15, 2018. Said payments shall be made to Movant's servicing agent Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

3. In the event Debtor fails to timely and properly comply with the payments set forth in Paragraph 1 or 2 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, Movant may mail a Letter of Default to Debtors and Debtors' counsel. Debtors shall have fifteen (15) days from the date of mailing of said Letter within which to cure the existing breach. If Debtors fail to do so, then on the sixteenth (16th) day, Movant shall serve and lodge a Certification of Default along with a final Order for Relief from the Automatic Stay. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

4. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

5. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

6. A Notice of Fees, Expenses, and Charges pursuant to Bankruptcy Rule 3002.1(c) is not required for the fees and costs included and disclosed as part this Order.

7. Debtors and Movant hereby acknowledge that except as modified by this Consent Order, all terms, conditions, rights and remedies contained in the loan documents shall remain in full force and effect and continue to remain valid and enforceable. Debtors further acknowledge and agree that this consent order is a supplement in addition to the loan documents and not in lieu thereof.

8. The parties agree that a signature transmitted electronically or by facsimile shall be accorded the same force and effect, and may be submitted to the Court. Any amendments to this consent order must be in writing signed by both the Debtors and the Movant or their respective counsel.

Dated: _____

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

/s/ Jason Brett Schwartz

Jason Brett Schwartz, Esquire

Retained Counsel for Movant

1333 Race Street

Philadelphia, PA 19107

Telephone: (267) 909-9036

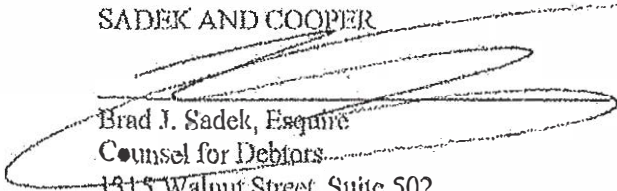
Facsimile: (215) 665-1393

E-Mail: jschwartz@mesterschwartz.com


C.241-6689.NF

Dated: 2/11/19

SADEK AND COOPER


Brad J. Sadek, Esquire
Counsel for Debtors
1315 Walnut Street, Suite 502
Philadelphia, PA 19107
Telephone: (215) 545-0008
Facsimile: (215) 545-0611
E-Mail: brad@sadeklaw.com

Dated: 2/14/19


William C. Miller, Esquire
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105
Telephone: (215) 627-1377

ORDER

The foregoing Stipulation is **APPROVED**.

Date: 3/8/19



ERIC L. FRANK
U.S. BANKRUPTCY JUDGE